

-----X	
UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	
-----X	
SANOPI PASTEUR, INC., f/k/a AVENTIS	:
PASTEUR, INC. and Cargo Insurers,	:
	:
Plaintiffs,	:
	:
- against-	:
	:
KUEHNE & NAGEL, INC.; KUEHNE &	:
NAGEL, S.A.; EXCLUSIVE	:
TRANSPORTATION	:
FOR INDUSTRY, INC.; CONTINENTAL	:
AIRLINES, INC.,	:
	:
Defendants.	:
-----X	

ECF CASE

07 Civ. 6354 (BSJ)

**ANSWER TO CROSS-CLAIMS
OF CO-DEFENDANT
EXCLUSIVE
TRANSPORTATION FOR
INDUSTRY, INC.**

Defendant, Continental Airlines, Inc., by its attorneys, MOUND COTTON WOLLAN & GREENGRASS, as and for its Answer to Defendant Exclusive Transportation for Industry, Inc.'s ("ETI") Cross-Claims, herein, alleges:

AS TO THE FIRST CROSS-CLAIM AGAINST THE CO-DEFENDANTS

FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in those paragraphs of the Cross-Claims of ETI designated "1", "2", "3" and "4" except that it denies the allegations in those paragraphs which relate to this defendant.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

SECOND: Any damages allegedly suffered by the plaintiff resulted from the acts and/or omissions of certain third parties for whose conduct this defendant is not responsible.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

THIRD: The contract of carriage embarked upon by the plaintiff was an international transportation and as such was governed, controlled and made subject to the terms and provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, as amended, if applicable.

FOURTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, as amended, if applicable, this defendant has no liability to the plaintiff or to any other person under the contract of carriage for any loss, damage or delay unless the loss, damage or delay is shown to have resulted from the negligence of this defendant.

FIFTH: Upon information and belief, this defendant is not guilty of any negligence and has taken all necessary measures to avoid any loss, damage or delay under the contract of carriage.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

SIXTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, as amended, if applicable, this defendant has no liability to the plaintiff or to any other person under the contract of carriage for any loss, damage or delay where such loss, damage or delay is shown to have been caused by or contributed to by the negligence or fault of the plaintiff, its agents, servants and/or employees.

SEVENTH: Upon information and belief, any loss, damage or delay was caused by or contributed to by the plaintiff, its agents, servants and/or employees.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

EIGHTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, as amended, if applicable, this defendant has no liability to the plaintiff or to any other person under the contract of carriage for any loss, damage or delay

unless a written notice of claim concerning such loss, damage or delay is filed within the applicable time limit.

NINTH: Upon information and belief, the proper written notice of claim concerning such loss, damage or delay was not filed within the applicable time limit.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

TENTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, if applicable, this defendant has no liability to the plaintiff or to any other person under the contract of carriage for any loss, damage or delay in that it performed each and every obligation and duty required of it under the contract of carriage and delivered the shipment to the proper party in the same order and condition as received.

AS AND FOR SIXTH AFFIRMATIVE DEFENSE

ELEVENTH: That under the applicable provisions of the air waybill contract of carriage, tariffs and/or the Warsaw Convention, if applicable, this defendant has no liability to the plaintiff or to any other person under the contract of carriage for any consequential and/or special damages arising out of or in any way connected with the loss, damage or delay under the contract of carriage.

TWELFTH: Upon information and belief, the damages allegedly suffered by the plaintiff are of a consequential and/or special nature.

AS AND FOR SEVENTH AFFIRMATIVE DEFENSE

THIRTEENTH: That under the applicable provisions of the air waybill contract of carriage, the applicable tariffs and/or the Warsaw Convention, if applicable, the liability, if any, of Continental Airlines, Inc. for any loss, damage or delay is limited.

AS AND FOR EIGHTH AFFIRMATIVE DEFENSE

FOURTEENTH: The complaint should be dismissed for its failure to name an indispensable party or parties.

AS AND FOR NINTH AFFIRMATIVE DEFENSE

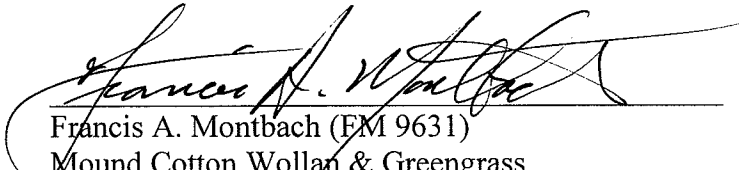
FIFTEENTH: That this defendant acted as an agent of disclosed principle co-defendants Kuehne & Nagel, Inc. and Exclusive Transportation for Industry, Inc., and, as such, is not personally liable on the contract(s) between the disclosed principles and plaintiff.

WHEREFORE, defendant, Continental Airlines, Inc. demands judgment against the defendant Exclusive Transportation for Industry, Inc. dismissing its Cross-Claims against Continental Airlines, Inc.

Dated: New York, New York
October 4, 2007

MOUND COTTON WOLLAN & GREENGRASS
Attorneys for Defendant

By:


Francis A. Montbach (EM 9631)
Mound Cotton Wollan & Greengrass
One Battery Park Plaza
New York, New York 10004
(212) 804- 4200

TO:

David L. Mazaroli, Esq.
11 Park Place, Suite 1214
New York, NY 10007-1214
Attorney for Plaintiffs Sanofi Pasteur, Inc. et al.

Ernest H. Gelman, Esq.
350 Fifth Avenue, Suite 4908
New York, NY 10118
Attorney for Defendant Kuehne & Nagel, Inc.

Andrew Karonis, Esq.
Schindel, Farman, Gardner & Rabinovich, LLP
14 Penn Plaza, Suite 500
New York, NY 10122
Attorneys for Defendant Exclusive Transportation for Industry, Inc.

-----X
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----X

SANOFI PASTEUR, INC., f/k/a AVENTIS :
PASTEUR, INC. and Cargo Insurers, :
 :
Plaintiffs, :
 :

- against-

:
KUEHNE & NAGEL, INC.; KUEHNE & :
NAGEL, S.A.; EXCLUSIVE :
TRANSPORTATION :
FOR INDUSTRY, INC.; CONTINENTAL :
AIRLINES, INC., :
 :
Defendants.

-----X
STATE OF NEW YORK) ss.:
COUNTY OF NEW YORK)

ECF CASE

07 Civ. 6354 (BSJ)

AFFIDAVIT OF SERVICE

MARIS JADE KATZ, being duly sworn, deposes and says:

That deponent is not a party to this action, is over the age of 18 years and resides in New York, New York.

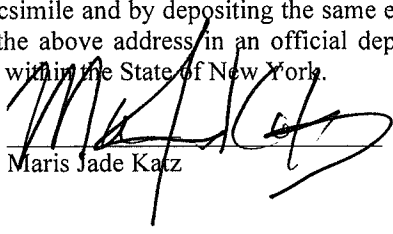
That on October 4, 2007, deponent served the within **ANSWER TO CROSS CLAIMS OF CO-DEFENDANT EXCLUSIVE TRANSPORTATION FOR INDUSTRY, INC.** upon:

David L. Mazaroli, Esq.
11 Park Place, Suite 1214
New York, NY 10007-1214
Attorney for Plaintiffs Sanofi Pasteur, Inc. et al.

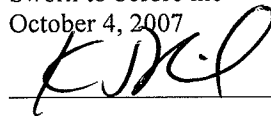
Ernest H. Gelman, Esq.
350 Fifth Avenue, Suite 4908
New York, NY 10118
Attorney for Defendant Kuehne & Nagel, Inc.

Andrew Karonis, Esq.
Schindel, Farman, Gardner & Rabinovich, LLP
14 Penn Plaza, Suite 500
New York, NY 10122
Attorneys for Defendant Exclusive Transportation for Industry, Inc.

at the address designated by said entity for that purpose by facsimile and by depositing the same enclosed in a first-class postpaid properly addressed wrapper to said entity at the above address in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.


Maris Jade Katz

Sworn to before me
October 4, 2007



KEVIN J. BRASSIL
Notary Public, State of New York
No. 31-5018311
Qualified in New York County
Certificate Filed in New York County
Commission Expires Sept. 27, 2009

204921.1